



**PROPOSAL AND SPECIFICATIONS FOR  
ASBESTOS ABATEMENT, BUILDING DEMOLITIONS  
AND SITE RESTORATIONS AT:  
380, 366, 342 WEST RIVER STREET AND 443 S INDIANA AVE  
KANKAKEE, ILLINOIS  
DUE: 10:00 A.M., April 18, 2019**

**Proposal Submitted By:**

**Contractor:**

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**Contractor's Representative / Supervisor:**

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**Address:**

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**Phone Number:**

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**Cell Number:**

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**Email Address:**

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# NOTICE TO BIDDERS

## CITY OF KANKAKEE

**ASBESTOS ABATEMENT, BUILDING DEMOLITIONS AND SITE RESTORATIONS AT:  
380, 366, 342 WEST RIVER STREET AND 443 S INDIANA AVE  
KANKAKEE, ILLINOIS**

1. **TIME AND PLACE OF OPENING BIDS**

Sealed bid proposals for the improvements described herein will be received at the office of the City of Kankakee Clerk, 304 S. Indiana Ave, Kankakee, Illinois until 10:00 A.M. on April 18, 2019. Bid proposals will be publicly opened and read aloud immediately thereafter.

2. **DESCRIPTION OF WORK**

The proposed improvement is officially known as "**Building Demolitions at 380, 366, 342 West River Street and 443 S Indiana Ave**" which consists of but is not limited to the demolition and lawful disposal of an existing wooden framed building and contents including the removal and lawful disposal of building contents, demolition debris, masonry cellar / crawl space, floor and foundation walls. Appropriate termination of all utilities feeding 380, 366, 342 West River Street and 443 S Indiana Ave Kankakee Illinois and obtaining all appropriate demolition permits is the responsibility of the contractor. Removing foundations, backfilling the excavated area of demolished structure of excavated and open areas with compacted clay as approved by the City, finalizing grading to existing elevation, turf restoration of property and any other work as required to fully complete the project is incidental to this contract. A predemolition inspection will be completed as a part of this contract. The work includes daily removal and lawful disposal of resulting rubbish and debris from the property as to not allow accumulations inside or outside the buildings, unless otherwise directed by the City of Kankakee's Representative. Materials that cannot be removed daily shall only be stored in approved areas on site as specified by the City of Kankakee's Representative.

3. **INSTRUCTION TO BIDDERS**

Prospective bidder should review the Bid documents which may be obtained from the Office of the City of Kankakee Clerk at 304 S. Indiana Ave, Kankakee, Illinois, 60901. All proposals shall be submitted and proposals must be accompanied by a bid security in an amount not less than 10% of the total bid proposal amount in the form of a bank cashier's check, bank draft, certified check made payable to the City of Kankakee or a Bid Bond can be provided. The bid security shall be forfeited if the bidder fails, or refuses to enter into contract and to furnish a performance bond after his proposal is accepted and a contract is awarded. The Bidder shall provide at least three (3) references for similarly scoped projects completed in the last three (3) years with his/her proposal. The City of Kankakee is exempt from the Illinois State municipal or County Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax. Bid prices shall not include the cost of such taxes. The successful Bidder will be required to agree that not less than the prevailing rate of wages will be paid to all workmen, laborers, operators and mechanics performing work under this contract.

4. **CONTRACT COMPLETION BOND**

The successful Bidder shall be required to furnish a Contract Bond acceptable to the City of Kankakee in an amount equal to one hundred percent (100%) of the price bid for services for the term of the Contract. The Contract Bond shall guarantee the performance of the Contractor and payment of all Contractors' obligations under the terms and conditions of the specifications. The Contract Bond shall be provided by a surety company acceptable to the City of Kankakee.

5. **PRE-BID MEETING/SITE INSPECTION**

All prospective bidders shall attend a mandatory pre-bid meeting/site inspection on April 15, 2019 at 9:00 a.m. at the project site 366 West River Street, Kankakee, Illinois and 10:00 a.m. at the project site 443 S Indiana Ave. Failure to attend may be cause for bid rejection.

6. **AWARD OF CONTRACT / REJECTION OF BIDS**

The City of Kankakee and or any of its agents reserve the right to reject any and all proposals and to waive any and all informalities, irregularities and technicalities when awarding the contract for the work. All bid proposals shall remain valid for a period of 45 days after the bid opening. The City of Kankakee reserves the right to review all bids submitted, and may award a contract for all or any portion of the Work within said 45 day period.

7. **CITY OF KANKAKEE CONTACT FOR BID INQUIRIES**

All questions shall be directed to Pete Schiel – [paschiel@citykankakee-il.gov](mailto:paschiel@citykankakee-il.gov)



**PUBLISHED: April 6th, 2019 in The Kankakee Daily Journal Legal Classified**

**BID PACKAGE INCLUDES GENERAL PROVISIONS AND SPECIFICATIONS:**

May be obtained from the Office of the City of Kankakee Clerk at 304 S, Indiana Ave, Kankakee, IL 60901.

**PRE-BID MEETING / SITE INSPECTION:**

All prospective bidders shall attend a mandatory pre-bid meeting/site inspection on April 15, 2019 at 9:00 a.m. at the project site 366 West River Street and 10:00 a.m. at the project site 443 S Indiana Ave., Kankakee, IL. Failure to attend may be cause for bid rejection.

**EXAMINATION OF CONTRACT DOCUMENTS AND EXISTING CONDITIONS:**

Before submitting a bid proposal, the bidder shall examine carefully all information including but not limited to: the general provisions, specifications, existing site conditions and condition of areas surrounding the site. By submitting a bid proposal, the bidder acknowledges to have read and fully understand the contents of all the bidding documents and scope of work and cannot plead any misunderstanding.

**PROPOSAL PREPARATION:**

Proposal shall be thorough and complete. These proposals shall include: Schedule of Prices; Certification of Insurance By Bidder/Contractor; Bid Security; List of References; List of any subcontractors and Addenda Acknowledgment (as applicable). Unless otherwise stated.

**PUBLIC CONTRACTS COMPLIANCE CERTIFICATION:**

The Bidder/Contractor shall certify that he/she is not barred from bidding on, and if successful being awarded this public project, nor is in proceedings for debarment, as a result of violation of either Article 33 E./Public Contracts of the Criminal Code of 1961, as amended, or the State of Illinois Prevailing Wages of Employees on Public Works Act (820 ILCS 130/1-12) or other applicable laws.

**PROPOSAL DELIVERY REQUIREMENTS:**

Sealed proposals must be received at the office of the City Clerk, 304 S. Indiana Ave, Kankakee Illinois, no later than **10:00 a.m., April 18, 2019**, to be publicly opened and read aloud shortly after that time. Sealed envelopes should be clearly labeled "**Building Demolitions at 380, 366, 342 West River Street and 443 South Indiana Avenue**". Email or facsimile machine transmitted proposals **will not** be accepted. If sent by mail or courier, then sealed envelope containing the proposal must be enclosed in another envelope addressed to the City of Kankakee, "**Building Demolitions at 380, 366, 342 West River Street and 443 South Indiana Avenue**", Attention: City Clerk, 304 S. Indiana Ave, Kankakee Illinois. Proposals received prior to the time of opening will be securely kept and unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned and unopened. Mailed proposals which are delivered after the specified time and date will **not** be accepted regardless of the postmarked date or time on the envelope.

### **BID SECURITY:**

Proposals must be accompanied by a bid security in an amount not less than 10% of the total bid proposal amount in the form of a bank cashier's check, bank draft, certified check made payable to the City of Kankakee, or a Bid Bond. Proposals submitted without the required security shall be rejected. The proposal security of the successful Bidder awarded a contract by City of Kankakee shall be forfeited to City of Kankakee in the event that the Bidder withdraws its proposal, or neglects or refuses to enter into a contract within 20 business days of the award, and the Bidder shall be liable for any damages the City of Kankakee may thereby suffer. The proposal security of the successful bidder, awarded a contract shall be retained until an executed AGREEMENT and all required supporting documentation is received by the City of Kankakee. The proposal securities of the lowest three (3) responsive bidders shall be held until the bidder awarded a contract has furnished an executed AGREEMENT and all required supporting documentation to the City of Kankakee, at which time the proposal securities submitted by all unsuccessful bidders shall be promptly returned or released as applicable.

### **REFERENCES:**

The Contractor shall submit with his/her bid proposal a listing of at least three (3) references for similarly scoped projects completed in the last three (3) years.

### **TAX EXEMPTIONS:**

The City of Kankakee is exempt from the Illinois State municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax. Bid prices shall not include the cost of such taxes.

### **PREVAILING WAGES:**

The successful bidder will be **required to agree** that not less than the prevailing rate of wages will be paid to all workmen, laborers, operators and mechanics performing work under this contract.

### **BIDDER INQUIRIES / ADDENDA:**

Any inquiry made prior to or at the pre-bid meeting must be submitted in writing via email to: **Pete Schiel – paschiel@citykankakee-il.gov**. Subject line shall include: **“Building Demolition West River Street / Indiana Ave Question”**. Question content shall include: **Requestors Name, Business representing, contact email / phone number and detailed question**. All responses to inquiries will be in the form of a written addendum as deemed by the City of Kankakee which will be distributed to known holders of bid documents. The Contractor is solely responsible for ensuring he/she has received and understands any or all addenda. The City of Kankakee is not responsible for, nor should the bidder rely on, any oral instructions.

### **WITHDRAWAL OF BID PROPOSALS:**

After the bid opening, the Bidder cannot withdraw or cancel his/her bid proposal. The City of Kankakee may grant a Bidder's written request to withdraw a sealed bid proposal, if the request is received by the City Clerk of the City of Kankakee prior to the specified bid opening.

### **CITY CONTACT FOR BID INQUIRIES:**

All questions shall be directed to Pete Schiel – paschiel@citykankakee-il.gov Subject line shall include: **“Building Demolition West River Street / Indiana Ave Question”**

**BID ALTERNATIVES:**

Alternatives equal to or greater than what is required by these specifications shall be indicated in writing accompanied by a statement of justification for each alternative. If the Contractor does not indicate alternatives to or deviations from the specifications, the City of Kankakee shall presume the Contractor is able to fully comply with these specifications and cannot plead misunderstanding. The City of Kankakee reserves the sole right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the Contract. The City of Kankakee shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

**FORM OF AGREEMENT:**

The Bidder awarded a contract by the City of Kankakee agrees that within thirty days after the receipt of the Notice of Award, he will execute an AGREEMENT in substantially the form included herein, and return the executed AGREEMENT to the City of Kankakee, accompanied by all required bonds, liability insurance and other required documentation.

**COMPETENCY OF BIDDERS / CONTRACTORS:**

The opening and reading of bids shall not be construed as acceptance by the City of Kankakee. The City of Kankakee reserves the right to determine the competence as well as the financial and operational capacity of any Bidder. Upon request of the City of Kankakee, the Bidder or Contractor shall furnish evidence as may be required by the City of Kankakee to evaluate its ability and resources to accomplish the Work required by the specifications herein.

**REJECTION OF BIDS:**

The City of Kankakee and or any of its agents reserve the right to reject any and all proposals and to waive any and all informalities, irregularities and technicalities when awarding the contract for the work. All bid proposals shall remain valid for a period of 45 days after the bid opening. The City of Kankakee reserves the right to review all bids submitted, and may award a contract for all or any portion of the Work within said 45day period.

**AWARD OF CONTRACT:**

All bid proposals shall remain valid for a period of 45 days after the bid opening. The City of Kankakee reserves the right to review all bids submitted, and may award a contract for all or any portion of the Work within said 45 day period. The City of Kankakee reserves the right to award a contract to the low, responsible bidder, or any bidder that is determined by the City of Kankakee to be in the best interest of the City of Kankakee.



## GENERAL PROVISIONS

### **DESCRIPTION OF WORK**

The proposed improvement is officially known as "**Building Demolitions at 380, 366, 342 West River Street and 443 South Indiana Avenue**" which consists of but is not limited to the demolition and lawful disposal of an existing wooden framed building and contents including the removal and lawful disposal of building contents, demolition debris, masonry cellar / crawl space, basement floor and foundation walls. Appropriate termination of all utilities and demolition permits for 380, 366, 342 West River Street and 443 South Indiana Avenue is the responsibility of the contractor. Removing foundations, backfilling the excavated area of demolished structure of excavated and open areas with compacted clay, as approved by the City, finalizing grading to existing elevation, turf restoration of property and any other work as required to fully complete the project is incidental to this contract. A predemolition inspection will be completed as a part of this contract. The work includes daily removal and lawful disposal of resulting rubbish and debris from the property as to not allow accumulations inside or outside the buildings, unless otherwise directed by the City of Kankakee's Representative. Materials that cannot be removed daily shall only be stored in approved areas on site as specified by the City of Kankakee's Representative.

### **CITY CONTACT FOR BID INQUIRIES:**

All questions shall be directed to Pete Schiel – [paschiel@citykankakee-il.gov](mailto:paschiel@citykankakee-il.gov) Subject line shall include: "**Building Demolition West River Street / Indiana Ave Question**"

### **INTENT OF PLANS AND SPECIFICATIONS:**

The true intent of these Specifications is to provide for the completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, services, insurance, permits, licenses, materials, equipment, tools, transportation and necessary supplies, such as may reasonably be required to execute the Contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the Contract. The specifications herein describe the work necessary to meet the performance requirements of the City of Kankakee, and shall be considered the minimum requirements expected of the Contractor. The specifications are not intended to exclude potential Contractors.

### **ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS:**

City of Kankakee reserves the right to alter the plans, extend or shorten the improvement, add such work as may be necessary, delete such work that might not be necessary and increase or decrease the quantities of work to be performed to accomplish such changes that City of Kankakee, its Officers, Agents, Servants and Employees feels appropriate in order to develop a program that is within available funding capabilities. Any material alterations or modifications of the Work performed under this Contract shall be made pursuant to a written directive or change order executed as applicable between Contractor and City of Kankakee, which shall be made prior to commencement of any altered or modified work.

**ASSIGNMENTS:**

Contractor shall not assign the whole or any part of this Contract without the prior written consent of the City of Kankakee.

**CONTRACT BOND:**

The successful Bidder shall be required to furnish a Contract Bond acceptable to the City of Kankakee in an amount equal to one hundred percent (100%) of the price bid for services for the term of the Contract. The Contract Bond shall guarantee the performance of the Contractor and payment of all Contractors' obligations under the terms and conditions of the specifications. The Contract Bond shall be provided by a surety company acceptable to the City of Kankakee.

**NOTICE TO PROCEED:**

Contractor shall not commence with the Work until written Notice to Proceed is issued by City of Kankakee.

**TERMINATION:**

The City of Kankakee shall have the right to cancel and terminate the Contract at any given time with or without cause for reasons which it believes to be in the best interest of the City of Kankakee by giving thirty (30) days written notice to the Contractor.

**PROGRESS AND COMPLETION:**

Work under this Contract shall be completed by **July 15, 2019** unless extended or by change order between the City of Kankakee and Contractor. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, Contractor confirms that the Contract completion date or contract time is a reasonable period for completing the Work. Contractor shall proceed expeditiously with adequate forces to achieve final completion within the stipulated Contract completion date or contract time.

**DELAY AND EXTENSION OF CONTRACT COMPLETION DATE OR TIME:**

Contractor maybe entitled to an extension of time, in the event that the time for completion of the Work is delayed due to the issuance of change orders; acts of God; labor disputes; or abnormal weather conditions. Except in exceptional circumstances, delays caused by suppliers, subcontractors and sub-subcontractors shall be considered to be within the control of Contractor. Should Contractor require additional time to complete the Work, Contractor shall document the reasons therefore and request an extension of time at the time the alleged delay occurs. Failure to notify City of Kankakee of any delay as provided in this Section shall preclude Contractor from subsequently claiming any damages due to said delay. Requests for extensions of time shall be submitted as a Change Order request to City of Kankakee for City of Kankakee's consideration.

**CITY OF KANKAKEE DELAYS:**

City of Kankakee may delay the commencement of the work, or any part therefore, due to unforeseen circumstance or conditions which have a bearing on the work required under this Contract or for any other reason it is deemed to be in the best interest of City of Kankakee to do so. Contractor shall have no claim for additional compensation on account of such delay, but shall be entitled to an extension of Contract time as determined by the City of Kankakee. City of Kankakee and Contractor agree that that it is the sole burden of Contractor to notify City of Kankakee, as soon as practicable, whenever Contractor considers that an action or inaction of City of Kankakee could result or has resulted in a delay in the Work, thereby providing City of Kankakee with the opportunity to take action to avoid or lessen any delays or damages that might be associated with such action or inaction.



**CLAIMS:**

Pending resolution of any claim or dispute, Contractor shall proceed with the disputed work, as directed by the City of Kankakee. Contractor shall give written notice to the City of Kankakee stating that it is proceeding with the disputed work under protest. Contractor shall be solely responsible to keep accurate records of the nature and extent of the disputed work, and of the time spent and equipment and materials used on the disputed work, which shall be submitted daily to City of Kankakee or City of Kankakee's designee. Contractor's failure to maintain, and submit such records shall be sufficient to cause Contractor to forfeit its claim to additional compensation for such disputed work.

**FAILURE TO COMPLETE THE WORK ON TIME:**

Should the Contractor fail to complete the Work within the time specified in the Contract or within such extended time as may have been allowed by written change order, the Contractor shall be liable to the City of Kankakee. The City of Kankakee may retain from monies otherwise due Contractor whatever sums accrue to City of Kankakee pursuant to this provision.

**COMPLIANCE WITH LAW:**

Contractor shall give any notices and pay all fees that may be required by any law, ordinance, rule or regulation of the Federal, State, County, or Municipal Government. Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules and regulations that relate to or bear upon the Work to be completed or the services to be furnished pursuant to this Contract. Contract Documents are presumed to be in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that portions of Contract Documents are at variance therewith, then Contractor shall promptly notify City of Kankakee in writing, and necessary changes shall be accomplished by appropriate modification to Contract. If Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to City of Kankakee, then Contractor shall assume full responsibility for such work.

**INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor and no employee of Contractor or any Subcontractor shall be deemed to be an employee of the City of Kankakee.

**ACCESS TO WORK:**

Contractor shall provide City of Kankakee, its agents and assigns access to the work at all times and shall cooperate with City of Kankakee whenever the city invites visitors to the worksite.

**PUBLIC SAFETY AND CONVENIENCE:**

Contractor shall conduct his work so as to insure the least possible interference with the use of the premises and approaches hereto by both the owner and the public. The convenience of the general public and the occupants of land and buildings along and adjoining the improvement and the protection of person and property are of prime importance and shall be provided for by Contractor. Contractor shall also be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his manner or method of execution or nonexecution of the Work. Whenever public or private property is so damaged or destroyed, Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done. The cost of said restoration shall be considered incidental to the Contract and no change orders will be allowed.

**CONTRACTOR'S RESPONSIBILITY FOR WORK:**

During performance and until final acceptance, the Contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury, including damages sustained through action of the elements or any other cause whatsoever. In the event of any such loss or damage, the Contractor shall repair, replace, and make good the work at his own expense.

**SUPERVISION BY CONTRACTOR:**

Contractor shall provide one (1) qualified, Competent Person to be on the project site at all times during work activities to manage the day-to-day operations in the course of completing the Work, and address questions and concerns of Contractor employees, sub-contractors and City of Kankakee representatives. Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The competent person shall also be responsible for the overall safety and security at the jobsite. Failure to comply with this provision may result in termination of the Contract. Said supervisor shall be fluent in speaking and understanding English.

**EMPLOYEE CONDUCT:**

The Work pursuant to this Contract is being completed in the interest of the public benefit and general welfare. Contractor shall maintain positive, courteous and respectful relations with City of Kankakee Officers, Agents, Servants and Employees, residents and business owners and the general public affected, displaced or inconvenienced by the Work. Any matters with residents or businesses which cannot be resolved by the Contractor should be referred to the City of Kankakee representative. By executing Contract, Contractor acknowledges and understands that the Work being completed is taking place adjacent to residents homes, businesses and Church properties. Contractor is expected to employ only cooperative, professional, competent and efficient personnel, sub-contractors. Contractor is solely responsible for his workforce and all subcontractor workforces, and for informing said workforces of City of Kankakee's requirements concerning Employee Conduct. Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its employees while on duty or in the course of performing their duties under the Contract.

**COMPLAINT HANDLING:**

Contractor shall establish and maintain a local telephone number for the receipt of service calls or complaints, Monday through Friday from 7:00 a.m. to 3:30 p.m., and a 24-hour emergency telephone number or cell number, during the Contract term. All complaints shall be given prompt and courteous attention and shall be resolved within 24 hours or the next scheduled workday from the time it was received.

**PENALTIES AND FINES:**

The Contractor shall be solely liable for all fines and penalties imposed by the City of Kankakee or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

**INCIDENTAL OR CONSEQUENTIAL ACTION:**

In no event shall either of the parties hereto be liable to the other for payment of any incidental or consequential damages resulting from the default in the performance of their respective obligations under this Agreement. However, the provisions of this Article shall not apply in any way to the successful bidder's obligation to indemnify the City of Kankakee and any indemnified party pursuant to Insurance Requirements contained in these bid documents.

### **TRAFFIC CONTROL AND PROTECTION:**

Contractor shall be responsible for furnishing, installing, maintaining, relocating and removal of all signs, traffic cones, barricades, warning lights, flagmen, and other traffic control devices which are used for the purpose of regulating, warning or directing traffic during the demolition and backfill of the operation of these properties. Contractor shall be responsible to maintain the appropriate signs and caution lights at all times of the day and night when encroaching on the street. Traffic control and protection shall be considered incidental to the Contract, and shall be the sole responsibility of the Contractor. It is the Contractors responsibility to coordinate efforts with the appropriate authorities.

### **UTILITIES:**

It shall be Contractor's sole responsibility to locate buried utilities, communicate with JULIE (Joint Utility Locating Information for Excavators <http://www.illinois1call.com/>) and coordinate termination efforts of these utilities prior to demolition. Hand-digging in proximity to buried utilities may be required and shall be considered incidental to the Contract.

### **WATER:**

Water for purposes necessary to control dust or abatement, as needed, is the responsibility of the contractor and is incidental to this bid.

### **GUARANTEE:**

Contractor shall guarantee settling of the soil for 6 months from the date of final completion, or by mutual agreement between City of Kankakee and Contractor. Upon notification by the City of Kankakee, the Contractor shall remedy any deficiencies identified in the Work within thirty days of written notice from the City of Kankakee.

### **MAINTENANCE BOND / RETAINAGE:**

The City of Kankakee will retain **ten percent (10%)** of the payment amount for the entire guarantee period of 6 months. In lieu of said retainage, the City of Kankakee may accept a Maintenance Bond underwritten by a good and sufficient surety company as approved by the City of Kankakee in the amount ten percent (10%) of the final value of the entire completed work. Said Maintenance Bond shall be furnished at the Contractor's expense and shall be due prior to the payment of said final payment authorization.

### **CORRECTION OF WORK AFTER FINAL PAYMENT:**

Neither the final payment on this Contract by the City of Kankakee nor any provision in these Contract Documents shall relieve Contractor of the responsibility of negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the guarantee period of the work performed under this Contract nor of the responsibility of remedying such faulty workmanship and materials.

### **PREVAILING WAGES:**

As applicable this Contract calls for Prevailing Wage. This requires all contractors and subcontractors to pay laborers, workers, operators and mechanics performing services on public projects no less than "prevailing rate of wages", defined as hourly cash wages plus fringe benefits, in the county where the work is performed. The Contractor is solely responsible to ascertaining the current and applicable Prevailing Wages for the work; and determining, and complying with, all other applicable provisions of Illinois statutes pursuant to this section. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage notice and benefits, posting and record keeping duties. By executing this Contract the Contractor acknowledges that it has received written notice from the City of Kankakee pursuant to the Prevailing Wage Act.

**INSURANCE:**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the Work by the Contractor, his agents, representatives, employees or subcontractors. Contractor must provide proof of insurance prior to the commencement of the work. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Kankakee, its officials, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City of Kankakee, its officials, agents, employees and volunteers, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Kankakee, its officials, agents, employees and volunteers, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Kankakee, its officials, agents employees and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Kankakee, its officials, agents, employees and volunteers as herein provided.

## **SPECIFICATIONS**

**PRE-DEMOLITION INSPECTION / PLANNING / MEETING:**

Contractor shall inspect the building interior, attic basement, crawl space and all other safe, accessible floors, rooms, closets or other interior areas of the building for debris and garbage, furniture, any hazardous materials, universal wastes, fuel oil tanks, household hazardous waste, batteries, CFC-containing canisters, propane or butane cylinders, fuel oil lines, computer monitors, mercury-containing bulbs, switches, gauges, PCB/DEHP containing ballasts, transformer liquids, hydraulic liquids, motor oils, and white goods, etc. to ensure that they have been removed prior to demolition.

No demolition shall occur until the inspection has been completed by the contractor. One week prior to the start of demolition, Contractor shall conduct a pre-demolition meeting/inspection. Failure to call for a pre-demolition meeting and JULIE locates will result in City of Kankakee ceasing all work until such meeting and locate request are arranged. It is the responsibility of the contractor to insure that all utilities have been previously disconnected from the properties located at 380, 366, 342 West River Street and 443 South Indiana Avenue, Kankakee Illinois. Contractor shall protect adjacent electrical, telephone, cable, water, storm and sanitary sewer and other services and utilities appurtenances.

**REGULATORY AND SAFETY REQUIREMENTS, PERMITS, FEES, AND NOTICES:**

Contractor shall comply with all Federal, State, and Local safety laws and regulations applicable to the transportation and disposal of the materials from this demolition. Contractor shall post any applicable work place notices as needed. Contractor and sub-contractors shall provide City of Kankakee with copies of receipts, manifests, bills of lading, or other similar evidence or supporting documentation regarding the **lawful** disposal of all materials and debris generated by the Work. Contractor shall secure and shall pay for any required notifications, building or other permits applicable to completion of the Work. Contractor shall coordinate all efforts required to obtain required permits. All permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by Contractor. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work.

### **SITE AND WORK AREA PROTECTION, SECURITY AND WEATHER PROTECTION:**

Existing Conditions - Before beginning any demolition work, Contractor shall as applicable: survey the building and project site, and examine the specifications to determine the extent of the work; and document and record any existing work or conditions in the presence of the City of Kankakee including but not limited to the condition of property, structures and other facilities adjacent to project site and building demolition. Video and/or still photographs will be acceptable as a record of existing conditions. During execution of the Work, Contractor is solely responsible take necessary precautions not to disturb or damage any existing structures, landscaping, sidewalks, roads, trees, fencing, posts, poles, neighboring property walls, neighboring property lots, lawns, etc., or other items. Contractor shall restore any damaged items to original condition, and as directed by the City of Kankakee. Contractor shall provide and erect acceptable physical barriers, barricades, fences, signs, and other vehicular and pedestrian traffic control devices to protect the work from the public, and to protect from damage or access adjacent properties, adjacent property items, and adjacent occupants and transient persons, as required by City of Kankakee. Contractor shall be solely responsible to secure the building site, and replace and maintain any existing boarded up windows, doors, or other openings temporarily removed at the end of each work day. Until the time of substantial completion, the building shall not be left open and the site shall not be left unsecured at any time the Contractor is not on site or the Work is being completed. Contractor is solely responsible to exercise special care, procedures to install physical, and or barriers, barricades or fencing to secure the site and prevent unauthorized access to any excavations, resulting from demolition. Any damages to Work site and neighboring property, including adjacent structures and items, caused by demolition activities shall be remedied by Contractor as directed by City of Kankakee, at Contractor's sole expense. Traffic Control Signage - Prior to commencing any work, Contractor shall submit, and implement a traffic control / barricading plan if needed. Contractor shall notify City of Kankakee prior to beginning such work. Anchor barricades in a manner to prevent displacement by wind. Contractor shall take necessary precautions to avoid damage to existing utilities, infrastructure, vegetation, trees or other items on neighboring or adjacent properties. Damaged items shall be repaired or replaced as required by City of Kankakee. Coordinate the work of this section with all other work indicated. Contractor shall conduct Work in a safe, workmanlike manner providing suitable protection for the general public. Before, during and after the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and the general public around or near the demolition site. Every excavation or area of construction on a site located five feet or less from the street or right of way line shall be enclosed with a suitable barrier to prevent the entry of unauthorized persons. Where located more than five feet from the street lot line, a barrier shall be erected. All barriers shall be of adequate strength to resist wind pressure.

### **ASBESTOS AND LEAD BASED PAINT INSPECTION:**

Contractor shall assess and sample building materials for asbestos-containing materials (ACM) and lead-based paint (LBP). The surveys will comply with the following standards and/or regulations:

- Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard found in Title 29 of the Code of Federal Regulations (CFR), Part 1926.1101;
- U.S. EPA Residential Property Renovation requirements found in Title 40 of the CFR Chapter I Subchapter R Part 745 Subpart E;
- National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements for inspection of building materials prior to renovation and/or demolition.

All assessors shall be licensed by the Illinois Department of Public Health (IDPH) in ACM and LBP inspection. During the survey, the Inspector will obtain information to evaluate the presence and suspected location/quantity of suspected ACMs. During the survey, the inspector will obtain information to evaluate the presence and suspected location/quantity of suspected ACMs. The inspector will visually assess all areas within

the building for suspect materials and inventory the results using a room by room format. Suspect materials will be categorized and quantified.

The U.S. EPA defines ACM as any material that contains more than one percent (by weight) of asbestos (>1%). Only one sample from a homogeneous area with an asbestos concentration >1% is required to collectively identify that material as an ACM. NESHAP classifies asbestos containing building materials (ACBM) as either friable or non-friable. Friable material is that material which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable ACBM is further classified as Category I ACBM or Category II ACBM. Category I ACBMs include gaskets, packings, resilient floor coverings and mastics (adhesives), and asphalt roofing materials. Category II ACBMs include all other non-friable ACBMs.

In addition to evaluating a bulk sample for layers, regulatory procedures require that a confirmatory “Point Counting” test be performed on all samples resulting in an initial positive PLM result of <1% asbestos content. Therefore, sample results will be provided for each distinct layer of each sample submitted for analysis. The following guide will be used to determine the quantity of samples submitted for laboratory analysis.

- |  |  |
|--|--|
| • Surface material (<1,000 square feet):         | At least 3 samples                       |
| • Surface material (1,000 to 5,000 square feet): | At least 5 samples                       |
| • Surface material (>5,000 square feet):         | At least 7 samples                       |
| • Thermal system insulation:                     | At least 3 samples                       |
| • Other materials:                               | A sufficient number to evaluate material |

All delaminated surfaces, including interior walls, ceilings, floors, doors, wall registers, window components, and exterior painted surfaces, shall be tested for LBP. Contractor will collect and analyze confirmation paint chip samples at a rate of 1 sample per 50 X-Ray Fluorescence (XRF) measurements and laboratory analyze the samples for lead.

#### **ASBESTOS AND LEAD BASED PAINT ABATEMENT:**

Contractor shall remove and dispose of all ACM and LBP coated materials in compliance with all applicable federal, state, and local regulations, the notifications and permits associated with LBP and ACM removal. All federal, state, county, municipal, and local statutes, ordinances, regulations, or rules pertaining to asbestos, including its abatement, storage, transportation and disposal; construction safety and health and hazard communication (worker right-to-know), and contractor or other licensure, certification and regulation, which are now in effect or which may come into effect prior to project completion. Contractor shall submit copies of all required certifications, notifications, permits, and waste disposal facility approvals to the City of Kankakee.

Contractor shall participate in a pre-abatement meeting with the City of Kankakee to discuss the proposed abatement activities and methods. Contractor shall remove and dispose of ACM in compliance with 40 CFR 61 NESHAP and EPA 40 CFR Part 763. All ACM and LBP abatement and/or removal activities shall be conducted in accordance with all applicable Illinois requirements. All work areas must be fully contained to prevent asbestos fiber migration. Containment shall be performed in accordance with recognized industry practices and all applicable federal, state and local regulations. Air within containment must be changed a minimum of four times per hour. All exits and entrances must be posted with the required OSHA danger sign.

All work areas must be under negative pressure, using air filtration units equipped with HEPA filters. All HEPA filters must be certified by the manufacturer to have an efficiency of not less than 99.97 per cent. All exhausts from the HEPA filtration system must be vented to the outside air. The negative pressure system shall be tested by the Contractor prior to any asbestos-containing material being wetted or removed. Contractor shall ensure that all work areas are maintained under constant negative pressure until final clearance is achieved.

Filter Changes: Air filtration unit filters must be changed as needed to maintain the pressure specified by the manufacturer. A log of filter changes shall be maintained by the Contractor.

Removal: Asbestos-containing materials must be removed using wet methods in accordance with federal, state and local regulations. Material shall be wetted before removal begins, maintained wet during removal, and kept adequately wet until final disposal at the approved landfill. Abatement activities shall be conducted in accordance with recognized industry standards and applicable federal, state and local regulations.

Perform asbestos removal work in accordance with 29 CFR 1926.1101 and applicable state and local regulations and as specified herein. Eating, smoking, drinking, chewing tobacco or chewing gum shall not be permitted in the regulated area.

Upon completion of abatement activities, Contractor shall submit to the City of Kankakee original duplicates of the chain-of-custody forms signed by the disposal site operator evidencing acceptance of the ACM and LBP waste.

#### **DEBRIS, CHEMICAL & OTHER WASTES:**

Contractor shall not permit the daily accumulation of debris, both exterior and interior, and the work area(s) and surrounding public alleys and rights of way shall at all times be kept clean and free of such accumulations as determined by the City of Kankakee representative. No open fire or flames shall be permitted on site.

#### **DUST, DEBRIS AND RODENT CONTROL:**

Contractor is solely responsible to: provide dust control during demolition and debris removal; prevent the spread of dust and debris to neighboring sites and properties; and avoid the creation of any nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to neighboring sites and roads, facilities, utilities and structures. Rodent control shall be provided by Contractor as needed. Use of commercial pesticides must be done in compliance with all regulations.

#### **BUILDING DEMOLITION REQUIREMENTS:**

All street and alley side public walkways and parking spaces shall remain and be protected and repaired or replaced with new if damaged during demolition activities, as directed by City of Kankakee. All ComEd, NICOR, AT&T, Comcast, Aqua, City of Kankakee sanitary sewer service connections and any other utilities shall be appropriately disconnected and coordination shall be scheduled through the contractor. The contractor is responsible for all appropriate demolition permits. Perimeter masonry, stone or concrete, basement, cellar or crawl space walls shall be broken-up in to pieces to a depth of at least five (5) feet below grade, as determined by City of Kankakee's representative. The floor of the demolished basement, cellar or crawl space shall allow future drainage. Shrubs and weeds around the foundation shall be cleaned up and an incidental part of this contract.

#### **BACKFILL OF OPEN AREAS:**

All below grade open areas of basement, cellar or crawl spaces shall be backfilled with compacted clay as approved by the City. This material shall be clean and compacted to minimize future settling. Backfill shall be placed to achieve ninety percent (90%) optimum density by method approved by City of Kankakee.

**SITE RESTORATION:**

Disturbed areas shall be final graded, top dressed using up to two (2+) inches of topsoil and shall be seeded. Final grading may be completed by use of machine and/or by hand raking. Contractor must accomplish an even and smooth grade free of loose stone and debris. Piles, depressions and tracks made by heavy machinery used to compact the top cover material shall be leveled. Topsoil cover shall be evenly graded.

**DISPOSITION OF MATERIALS:**

All building contents, materials and equipment removed and not reused shall become the property of the Contractor and shall be removed from the property. Materials resulting from demolition are to be removed from the site in a timely fashion. The City of Kankakee will not be responsible for the condition, loss of, or damage to, such material that the contractor will recycle or set aside to be recycled after contract award. No specific building, site materials or equipment have been identified that are to remain as the property of City of Kankakee. Disposal of removed materials including debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations shall be disposed in compliance with all applicable Federal, State, and local regulations as contractually specified off the Site. Removed materials shall not be stored on the project site. No un-crushed or un-recycled material (brick, masonry, rock, asphalt, large stones, etc.) may be disposed of at the site, or used as a base for backfill unless authorized by the City of Kankakee. Burning of any materials generated in conjunction with the work on this site, at this address, is strictly prohibited.

**SITE LOCATIONS:**

342 W. River Street, Kankakee Illinois  
Pin: 16-17-06-224-006

16-17-06-224-006	
PIN	161706224006
Address	342 W RIVER ST
City, State, Zip	KANKAKEE IL 60901
Township	16, KANKAKEE
Shape Area	5,747.50 Sqft
Total Acres	0.00
Homesite Acres	
Farm Acres	0.00
Short Legal	VAN METER LN & B ADDN W 36.25' W 72.5' E 145' BLK 24 06-30-13W
Lot Dimension	36.5X150X36.5X160
Use Code	0040
Tax Code	KANKAKEE





366 W. River Street, Kankakee Illinois  
Pin: 16-17-06-224-004

16-17-06-224-004	
PIN	161706224004
Address	366 W RIVER ST
City, State, Zip	KANKAKEE IL 60901
Township	16, KANKAKEE
Shape Area	6,383.09 Sqft
Total Acres	0.00
Homesite Acres	
Farm Acres	0.00
Short Legal	VAN METER L N & B ADDN W 37.5' EH W 175' BLK 24 06-30-13W
Lot Dimension	37.5X175X37.5X180
Use Code	0040
Tax Code	KANKAKEE



380 W. River Street, Kankakee Illinois

Pin: 16-17-06-224-002

16-17-06-224-002	
PIN	161706224002
Address	380 W RIVER ST
City, State, Zip	KANKAKEE IL 60901
Township	16,KANKAKEE
Shape Area	4,747.11 Sqft
Total Acres	0.00
Homesite Acres	
Farm Acres	0.00
Short Legal	VAN METER L N & B ADDN EH W 87.5' EX STRIP 44X77.25 SW COR BLK 24
Lot Dimension	43.75x175±x10.5x87.5x33.25x88
Use Code	0040
Tax Code	KANKAKEE



443 S. Indiana Avenue, Kankakee Illinois  
Pin: 16-17-05-114-011

16-17-05-114-011	
PIN	161705114011
Address	443 S INDIANA AV
City, State, Zip	KANKAKEE IL 60901
Township	16,KANKAKEE
Shape Area	7,250.11 Sqft
Total Acres	0.00
Homesite Acres	
Farm Acres	0.00
Short Legal	TOWN OF KANKAKEE LOT 8 BLK 40 05-30-13W
Lot Dimension	50X145
Use Code	0040
Tax Code	KANKAKEE





## Proposal Submitted By:

**Contractor:**

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**Contractor's Representative / Supervisor:**

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**Address:**

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**Phone Number:**

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**Cell Number:**

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**Email Address:**

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**After Hours Emergency Contact Number:**

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**Explanation of Duties to be performed by Contractor:**

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**Sub-Contractor:**

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**Sub-Contractor's Representative / Supervisor:**

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**Address:**

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**Phone Number:**

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**Cell Number:**

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**Email Address:**

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**After Hours Emergency Contact Number:**

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**Explanation of Duties to be performed by Sub-Contractor:**

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# **Asbestos Abatement, Building Demolition and Site Restoration 342 West River Street Kankakee Illinois 60901**

## **Schedule of Prices**

### **Item**

### **Amount**

1. Inspect, Abate and Lawfully dispose of all Asbestos-Containing Materials and Lead-Based Paint.	\$
2. Remove and Lawfully dispose of all building contents not being removed by the demolition.	\$
3. Building Demolition and lawful disposal of all debris.	\$
4. Masonry removal below grade in cellar, basement, crawlspace and / or foundation.	\$
5. Compacted backfill to Existing Grade.	\$
6. Site restoration (Brush and weed removal, top soil, seeding and erosion blanket).	\$

**TOTAL** \_\_\_\_\_



# **Asbestos Abatement, Building Demolition and Site Restoration 366 West River Street Kankakee Illinois 60901**

## **Schedule of Prices**

### **Item**

### **Amount**

1. Inspect, Abate and Lawfully dispose of all Asbestos-Containing Materials and Lead-Based Paint.	\$
2. Remove and Lawfully dispose of all building contents not being removed by the demolition.	\$
3. Building Demolition and lawful disposal of all debris.	\$
4. Masonry removal below grade in cellar, basement, crawlspace and / or foundation.	\$
5. Compacted backfill to Existing Grade.	\$
6. Site restoration (Brush and weed removal, top soil, seeding and erosion blanket).	\$

**TOTAL** \_\_\_\_\_



# **Asbestos Abatement, Building Demolition and Site Restoration 380 West River Street Kankakee Illinois 60901**

## **Schedule of Prices**

### **Item**

### **Amount**

1. Inspect, Abate and Lawfully dispose of all Asbestos-Containing Materials and Lead-Based Paint.	\$
2. Remove and Lawfully dispose of all building contents not being removed by the demolition.	\$
3. Building Demolition and lawful disposal of all debris.	\$
4. Masonry removal below grade in cellar, basement, crawlspace and / or foundation.	\$
5. Compacted backfill to Existing Grade.	\$
6. Site restoration (Brush and weed removal, top soil, seeding and erosion blanket).	\$

**TOTAL** \_\_\_\_\_



# **Asbestos Abatement, Building Demolition and Site Restoration 443 S Indiana Avenue Kankakee Illinois 60901**

## **Schedule of Prices**

### **Item**

### **Amount**

1. Inspect, Abate and Lawfully dispose of all Asbestos-Containing Materials and Lead-Based Paint.	\$
2. Remove and Lawfully dispose of all building contents not being removed by the demolition.	\$
3. Building Demolition and lawful disposal of all debris.	\$
4. Masonry removal below grade in cellar, basement, crawlspace and / or foundation.	\$
5. Compacted backfill to Existing Grade.	\$
6. Site restoration (Brush and weed removal, top soil, seeding and erosion blanket).	\$

**TOTAL** \_\_\_\_\_